



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

AMENDMENT NO. 001

RFP NO. B3Z05036

TITLE: African American Marketing for MO Tourism

ISSUE DATE: 10/7/04

REQ#: NR 419 30705000001

BUYER: Mary Call

PHONE NO.: (573) 751-1695

E-MAIL: mary.call@oa.mo.gov

RETURN PROPOSAL NO LATER THAN: October 19, 2004 AT 2:00 PM

MAILING INSTRUCTIONS: Print or type **RFP Number** and **Return Due Date** on the lower left hand corner of the envelope or package. Proposals must be in DPMM office (301 W High St, Rm 630) by the return date and time.

RETURN PROPOSAL AND AMENDMENT(S) TO:

**DPMM
P O BOX 809
JEFFERSON CITY MO 65102-0809**

or

**DPMM
301 WEST HIGH ST, RM 630
JEFFERSON CITY MO 65101**

CONTRACT PERIOD: July 1, 2005 to June 30, 2006

DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Division of Tourism
Truman State Office Building, 301 West High Street, Room 290
Jefferson City, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all terms and conditions, requirements, and specifications of the original RFP as modified by this and any previously issued RFP amendments. The offeror should, as a matter of clarity and assurance, also sign and return all previously issued RFP amendment(s) and the original RFP document. The offeror agrees that the language of the original RFP as modified by this and any previously issued RFP amendments shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP amendment is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

SIGNATURE REQUIRED

| | | | |
|-------------------------|---------|---|--|
| AUTHORIZED SIGNATURE | | DATE | |
| PRINTED NAME | | TITLE | |
| COMPANY NAME | | | |
| MAILING ADDRESS | | | |
| CITY, STATE, ZIP | | | |
| FEDERAL EMPLOYER ID NO. | | SOCIAL SECURITY NO. IF FEDERAL EMPLOYER ID NO. NOT APPLICABLE | |
| PHONE NO. | FAX NO. | E-MAIL ADDRESS | |

NOTICE OF AWARD (STATE USE ONLY)

| | | | | | |
|---|--|------------|--|-----------------|--|
| ACCEPTED BY STATE OF MISSOURI AS FOLLOWS: | | | | | |
| CONTRACT NO. | | VENDOR NO. | | CONTRACT PERIOD | |
| BUYER | | DATE | | DIRECTOR | |

Amendment #001 to RFP B3Z05036

Title: African American Marketing Services for Missouri Tourism

Contract Period: July 1, 2005 to June 30, 2006

The following paragraphs from RFP B3Z05036 contain changes:

2.6.5.d.
2.9.3.a. 1)
2.10.12.a.



**STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT (DPMM)
REQUEST FOR PROPOSAL**

RFP NO. B3Z05036

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ISSUE DATE: 9/14/04

REQ#: NR 419 30705000001

BUYER: Mary Call

PHONE NO.: (573) 751-1695

E-MAIL: mary.call@oa.mo.gov

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DELIVER SUPPLIES/SERVICES FOB DESTINATION TO THE FOLLOWING ADDRESS:

Division of Tourism
Truman State Office Building, 301 West High Street, Room 290
Jefferson City, MO 65101

The offeror hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions Request for Proposal (Revised 08/28/04). The offeror further agrees that the language of this RFP shall govern in the event of a conflict with his/her proposal. The offeror further agrees that upon receipt of an authorized purchase order from the Division of Purchasing and Materials Management or when this RFP is countersigned by an authorized official of the State of Missouri, a binding contract shall exist between the offeror and the State of Missouri.

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| MAILING ADDRESS | | | |
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1. INTRODUCTION AND GENERAL INFORMATION

1.1 Introduction:

1.1.1 This document constitutes a request for competitive, sealed proposals for the provision of African American marketing services as set forth herein.

1.1.2 Organization - This document, referred to as a Request for Proposal (RFP), is divided into the following parts:

- 1) Introduction and General Information
- 2) Contractual Requirements
- 3) Proposal Submission Information, including requirements related to MBE/WBE participation
- 4) Pricing Page(s)
- 5) Exhibits A - I
- 6) Terms and Conditions
- 7) Attachments 1 - 3, as listed below. The offeror is advised that attachments exist to this document which provide additional information and instruction for the offeror's reference. These attachments are separate links which must be downloaded separately from the Division of Purchasing and Materials Management's Internet web site. It shall be the sole responsibility of the offeror to obtain each of the attachments. The offeror shall not be relieved of any responsibility for performance under the contract due to the failure of the offeror to obtain copies of the attachments.

- Attachment 1 Response Report
- Attachment 2 Logo – "Missouri, Where the River's Run"
- Attachment 3 Project/Media Approval Form

1.2 Pre-Proposal Conference: A pre-proposal conference regarding this Request for Proposal will be held on Tuesday, October 5, 2004 beginning at 10:00 a.m., in Room 510 of the Harry S Truman Building, 301 West High Street, Jefferson City, Missouri.

1.2.1 All potential offerors are encouraged to attend this conference in order to ask questions and provide comments on the RFP. Attendance is not required in order to submit a response; however, offerors are encouraged to attend since information relating to this RFP will be discussed in detail. The offeror should bring a copy of the RFP since it will be used as the agenda for the pre-proposal conference.

1.2.2 Offerors may submit questions regarding the RFP prior to the Pre-Proposal Conference to allow time for the State of Missouri to prepare answers. However, the offeror should restate each question for verbal response during the Pre-Proposal Conference. Only those questions/answers which necessitate changes to the RFP will be included in an amendment, if any.

1.2.3 Offerors are strongly encouraged to advise the Division of Purchasing and Materials Management within five (5) working days of the scheduled pre-proposal conference of any special accommodations needed for disabled personnel who will be attending the conference so that these accommodations can be made.

1.3 Background Information:

1.3.1 Recognizing the role of tourism in creating a strong economy for Missouri, in 1967 the 74th General Assembly created the Missouri Tourism Commission. The Division of Tourism is the administrative arm of the commission.

- a. The Division of Tourism is responsible for promoting Missouri as a premier destination for tourists from throughout the United States and from around the world. The Division is dedicated to increasing

Missouri's share of the growing international and ethnic tourism markets, as well as encouraging visitation from the 80 million Americans who live within a day's drive of Missouri.

- b. The Missouri Tourism Commission consists of 10 members:
 - 1) The lieutenant governor;
 - 2) Two members of the Senate of different political parties, appointed by the president pro tem of the Senate;
 - 3) Two members of the House of Representative of different political parties, appointed by the speaker of the House; and
 - 4) Five other persons appointed by the governor who may include, but are not limited to, persons engaged in tourist-oriented operations. No more than three of the governor's appointees shall be the same political party.
- c. The Chairman of the Commission and the director of the Division of Tourism report to each regular session of the General Assembly, recommending legislation in the field of tourism promotion and related subjects in Missouri. The Division of Tourism is an agency of the Department of Economic Development.
- d. Specific activities of the Division include:
 - 1) Creating marketing programs to generate a distinctive image for the State and attract greater numbers of visitors who stay in Missouri for longer periods of time;
 - 2) Providing timely information about Missouri such as visitors guides, calendars of events and group tour manuals to consumers and groups expressing interest in visiting Missouri;
 - 3) Developing public relations programs, including the distribution of regular news releases and a monthly newsletter, to encourage favorable news coverage for Missouri tourism destinations;
 - 4) Operating six (6) tourist Welcome Centers at key entry points to the State;
 - 5) Maintaining close working relationships with regional and national tourism organizations including the Travel Industry Association of America (TIA); National Tour Association; American Bus Association and Mississippi River Parkway Commission;
 - 6) Working closely with tourism-related constituencies within the State, such as the Missouri Travel Council and the Missouri Association of Convention and Visitors Bureaus, to develop cooperative marketing partnerships; and
 - 7) Conducting periodic research to measure the return on investment on all tourism-related expenditures in an effort to gauge the effect of tourism on the state's economy; and quantify tax revenues and jobs generated through tourism.

1.3.2 Additional information about the Missouri Division of Tourism and about tourism in the State of Missouri can be obtained as follows:

- a. The following information can be found on the Missouri Division of Tourism's Web site, www.VisitMo.com at the locations specified:
 - 1) In the Industry Insights section, under Research and Reports:
 - ✓ Tourism's Little Book 2004
 - ✓ Economic Impact Report 2003
 - ✓ Annual Report 2003
 - ✓ Marketing Plan FY04
 - ✓ Advertising/PR Effectiveness and Conversion Studies 2002 Executive Summary
 - ✓ African American Research Report 2002, Executive Summary
 - 2) In the Industry Insights section, under the African American Advertising Campaign link:
 - ✓ The Spring 2004 Missouri Nights Advertising Campaign – print ads, Internet banner ads and radio script.

- b. Other Missouri Nights background information can be found on www.Missourinights.com
- c. Additional information can be obtained from the official travel site of the State of Missouri at: www.Missourinights.com or at: www.VisitMO.com.
- d. The following documents are available by request. Contact Mary Call via e-mail at: mary.call@oa.mo.gov or by fax at (573) 526-9817, or by phone at (573) 751-1695, to request the copies.
 - 1) Missouri Division of Tourism Fulfillment Packet - The current Missouri Division of Tourism fulfillment packet normally includes the 2004 Missouri Vacation Planner and the Official State Highway Map, inserted into a 13" x 10" envelope and mailed at either bulk or first class mail rate. Attachment 1 provides the response report for Fiscal Year 2004 (FY04).
 - 2) African American Marketing Fulfillment Piece;
 - 3) Missouri, Where the Rivers Run, Logo Usage Guide.

1.3.3 The Division of Tourism has previously contracted for the services being procured via this RFP. That contract number is C303056001. It will expire on 6/30/05.

- a. A copy of that contract, C303056001 can be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet at: <http://www.oa.mo.gov/purch/purch.htm>. In addition, all proposal and evaluation documentation leading to the award of that expiring/expired contract may also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System**. Please reference the Bid number B3Z03056 or the contract number C303056001 when searching for these documents.
- b. The Division of Tourism also has other contracts for related services. Those contracts are as listed below. The contracts and the proposal and evaluation documentation from the previous procurement contracts can also be viewed and printed from the Division of Purchasing and Materials Management's **Public Record Search and Retrieval System** located on the Internet as referenced in the preceding paragraph.
 - 1) B3Z03230 - used to obtain 3 contracts (C303230001, C303230002, & C303230003) for research services for the Division of Tourism.
 - 2) B3Z04029 – used to obtain a contract (C304029001) for International Marketing.
 - 3) B3Z03137 – used to obtain a contract (C303137001) for the services of a Tour and Travel Specialist to manage the International/Domestic Tour and Travel Marketing Program.
 - 4) B3Z03123 - used to obtain a contract (C303123001) for the Advertising Agency of Record services for the Division of Tourism.
 - 5) B3Z03112 – used to obtain a contract (C303112001) for the design and production of the Missouri Vacation Planner.

1.3.4 Although an attempt has been made to provide accurate and up-to-date information, the State of Missouri does not warrant or represent that the background information provided herein reflects all relationships or existing conditions related to this Request for Proposal.

2. CONTRACTUAL REQUIREMENTS

2.1 General Requirements:

The contractor shall provide all those services customarily performed by a modern, professional, full service advertising agency concentrating on attracting the African-American traveler to Missouri on behalf of the Missouri Tourism Commission/Division of Tourism (hereinafter referred to as the “state agency”) in accordance with the provisions and requirements specified herein and in order to assist the state agency in meeting its African American marketing objectives.

- 2.1.1 The contractor shall provide an integrated marketing program targeting the African American population including but not limited to advertising, media, internet marketing, sales promotions, direct marketing, and fulfillment services including creation, preparation, and placement of advertising in various paid media within the United States and possibly, international markets on behalf of the state agency.

2.2 Marketing Campaign Development Requirements:

- 2.2.1 At a time determined by the state agency, the contractor shall schedule and meet in Jefferson City, MO with state agency personnel and other designees, as determined by the state agency, to discuss the African American marketing campaign methodology submitted by the contractor in the contractor’s original proposal and to obtain any specific information, data, and/or instructions necessary to finalize the proposed African American marketing campaign. The state agency shall have the right to modify, require changes, and/or to require additional elaboration to the African American marketing campaign as deemed necessary to accomplish and fulfill the needs of the state agency.

- 2.2.2 By no later than thirty (30) calendar days after such meeting, the contractor shall revise the African American marketing campaign pursuant to the requirements of the state agency in the meeting specified above and shall finalize and submit the final written African American marketing campaign to the state agency for review and approval. The African American marketing campaign shall be designed for the maximum budget amount specified by the state agency, shall be organized by campaign, and shall include, but not be limited to, the following:

- a. Promotional/collateral material production/marketing services;
- b. Advertising production and placement;
- c. A complete schedule of advertising media;
- d. Public relations, including editorial calendar with plans for leveraging media buys;
- e. Photography and videography;
- f. Fulfillment operations, in conjunction with the state agency fulfillment program;
- g. All other detailed data including recommendations for target markets related to implementation of the campaign;
- h. The contractor’s approach for performance and completion of each requirement specified herein including timeframes, deliverables, and the level of effort needed by the contractor, the state agency, and other designated parties for successful completion;
- i. Outcomes and objectives that are measurable, achievable, and relate to the strategic plan, evaluation measures of achievement of the outcomes and objectives of the strategic plan, and a plan for analyzing outcome data; and
- j. Any marketing efforts as directed by the state agency.

- 2.2.3 The contractor shall comply with the following when developing the African American marketing campaign:

- a. The contractor may utilize the state agency’s logo included herein as Attachment 2.

- b. The contractor shall use images and messages that are at all times commensurate with the dignity of the State of Missouri;
- c. The contractor shall use motivating marketing and advertising messages that:
 - 1) clearly distinguish and immediately identify Missouri from other travel destinations for African Americans,
 - 2) improve African American consumer perceptions of Missouri as a travel destination, promote the positive attributes of the state, and increase African American visitation and spending in Missouri, and
 - 3) effectively differentiate Missouri from other African American travel destination brands.
- d. The contractor may integrate non-traditional media and high-tech marketing activities, such as Internet marketing/advertising, computer, and interactive media products (i.e. Web Site enhancements, CD-ROM, etc.);
- e. The contractor may be required to include aggressive and attractive value-added programs;

2.2.4 As a guideline, the state agency estimates, but does not guarantee, that the following advertisements/collateral pieces targeting African Americans may be required annually:

- a. Up to two (2) full page, color print magazine advertisements;
- b. Up to two (2) radio commercials and up to two (2) television spots;
- c. Up to two (2) internet banner advertisements;
- d. One (1) full color newspaper insert;
- e. One (1) direct marketing test campaign; and
- f. Fulfillment pieces, including web site information.

2.2.5 Due to changing fiscal and economic conditions and as instructed by the state agency, the contractor shall change, modify, or totally revise any or all of the marketing campaign assignments including but not necessarily limited to the strategy of objectives, media schedules, budget allocations, etc.

- a. Any modifications to the marketing campaign including development of a new campaign shall be developed and implemented in accordance with the requirements specified herein.

2.3 African American Marketing Implementation Requirements:

The contractor shall implement, operate, and satisfy all requirements of the detailed African American marketing campaign prepared per the previous requirements and approved by the state agency.

2.3.1 The contractor must follow the written marketing plan for implementation of each item in the African American marketing campaign including each of the following steps, criteria, and guidelines.

- a. The contractor must submit a Project/Media Approval Form for each project and must obtain the state agency's written approval prior to proceeding with any project/activity. The contractor must document how each project/activity relates to the state agency's marketing objectives and outcomes. A copy of a sample Project/Media Approval Form is included in Attachment 3.
- b. The contractor must have a creative (brainstorming) meeting with the state agency and designees of the state agency to discuss concepts.
- c. Prior to final development, the contractor must submit all creative concepts to the state agency for approval in the form of rough layouts with typewritten copy.
- d. After rough layout, design, and copy is approved by the state agency, the contractor shall prepare comprehensive layouts.

- e. However, the contractor shall not complete a project nor have it produced until the contractor receives final approval of copy and concepts from the state agency.
- f. If the state agency requires corrections or changes or requires the project to be redone at any phase in its development, the contractor must perform the required corrections and changes.

2.3.2 The contractor shall cooperate and coordinate services with the state agency and designees of the state agency in order for a coordinated marketing and advertising message to be presented to the public. The contractor shall base all marketing and share all marketing ideas with the coordinated input of appropriate state agency staff and staff of state agency designees.

2.3.3 The contractor shall prepare advertisements, presentation materials and collateral materials to include, but not be limited to, copy and layouts, type composition, collateral, engravings, finished artwork, photographs, photostats, mats, art assemblies, paste-ups, model fees, endorsements, testimonials, talent, story boards, scripts, music rights, filming, recording, video dubbing, editing, slide and video production, equipment rentals, scenery, properties, costumes, display materials, sales promotion, merchandising materials, brochures, copy writing, graphs, design, etc. as required to meet all contract requirements.

- a. The contractor shall have access to the state agency's pool of photographs for use in marketing materials. However, because of the specialized African American market, if approved by the state agency, the contractor may arrange to purchase or shoot appropriate photographs suitable for use in the African American marketing campaign.
- b. The contractor shall agree that from time to time, the creative and/or production work for marketing materials and/or the copy or creative concepts for marketing materials may be provided by the state agency at the discretion of the state agency. In such cases, the contractor shall perform all other functions that may be necessary related to the advertisement, including media placement as directed and supplied by the state agency.

2.3.4 After authorization by the state agency, the contractor shall order space, time, or other advertising means and endeavor to secure the most advantageous rates available. Any such advertising may also include space in Missouri's promotional publications.

- a. The contractor shall meet with media representatives on behalf of the state agency and shall have, if and when requested by the state agency, a written evaluation of each proposal submitted by media representatives.
- b. In ordering space, time, or other advertising means, the contractor shall not be acting as an agent of the State, and shall not represent itself to be acting as an agent of the State. The contractor shall inform each media representative supplying space, time, or other advertising means that the contractor is not acting as an agent for the State and that the contractor shall be solely liable for payment to the media representative.
 - 1) The contractor shall only be permitted to invoice the state agency for media space, time, or other such advertising means after the advertising has been aired, published, or otherwise completed. See the Invoicing and Payment Requirements section of this document.
- c. The contractor shall properly incorporate approved messages in mechanical or other necessary form and forward it with instructions for the fulfillment of the advertising order, check and verify instructions, displays, broadcasts, or other media to be utilized, to such a degree as normally performed by marketing agencies and as regarded as good practice. Even though the state agency approval has been received, the contractor shall be responsible for insuring that there are no typographical errors or omissions in the final advertisements or direct mail pieces.

- d. The contractor shall audit and verify accuracy of all invoices for space, time preparation, and promotional services which are submitted by the media or broadcasters.
- e. Documentation and Reporting The contractor shall prepare and maintain the following media documentation and shall submit reports to the state agency as further explained in the Reporting Requirements section of this document.
 - 1) The contractor must provide the state agency with copies of all insertion orders, change orders, and purchase orders with media/broadcast suppliers.
 - 2) The contractor must submit tear sheets, publishers affidavit of publication or broadcast, and/or electronic equivalent (such as Novus) noted with the date of publication to the state agency.
 - 3) The contractor shall submit monthly reports to the state agency regarding media purchases and planning.
 - 4) The contractor shall regularly evaluate media use and placement to ensure maximum effectiveness and shall provide a written evaluation to the state agency by marketing/media campaign.
 - 5) The contractor must provide the state agency with cassette(s) or CD(s) of the radio advertisements and with DVD(s)/CD(s) of the television advertisements by marketing campaign.

2.3.5 As deemed necessary by the state agency, the contractor shall develop specialty advertising items, collateral materials, video multimedia and film presentations, and/or other promotional items as requested.

2.3.6 Fulfillment – As part of the African American marketing campaign, the contractor shall work with the state agency's advertising agency of record to include the contractor's marketing materials targeting the African American audience as part of the state agency's comprehensive fulfillment program.

2.4 Contractor and Contractor Personnel Qualifications and Requirements:

2.4.1 Contractor Qualifications:

- a. The contractor must be operating as a full-service advertising/marketing agency and must have been in business for several years prior to the date of submission of the proposal.
- b. The contractor must recently have had at least one (1) African American consumer-targeted account.
- c. In addition, the contractor, or one of the contractor's partners, must recently have had at least one (1) consumer-targeted account with annual media billings of approximately three hundred thousand dollars (\$300,000.00) using broadcast and print media.
- d. The contractor should not have any one account/current client, including this African American marketing campaign, that will represent more than thirty percent (30%) of the contractors total annual billings.

2.4.2 Personnel Requirements: The contractor must provide and assign personnel as the state agency's account team. Except for normal attrition, the state agency's assigned account team members shall remain consistent from day to day. Members of the account team should be available to the state agency from at least 8:00 a.m. to 6:00 p.m. Central Time, Monday through Friday, excluding state holidays.

- a. Such account team must include at least a primary and secondary account service contact person, both who must be physically domiciled and located in the State of Missouri.
 - 1) The primary contact person shall serve as the liaison between the contractor and the state agency to facilitate communication on projects and enhance the effectiveness of services performed.

- 2) The primary contact person must be a key staff person able to make decisions on behalf of the contractor and any partners. The secondary contact person must be able to make decisions in the absence of the primary person.
 - 3) At least one of the account service contact persons (the primary or secondary) must be available to the state agency seven (7) days a week, twenty-four (24) hours a day. Unless special prior arrangements are made, the one key account service person available for the state agency shall be the same person each time with a consistent phone number
- b. In addition to the primary and secondary account service contacts, the contractor shall provide other personnel as required to perform the services with at least one person assigned from the following areas who shall be the state agency's consistent contact person in that area of expertise:
- 1) a representative from creative service,
 - 2) a financial representative able to answer billing/invoicing questions,
 - 3) a media representative, and
 - 4) a public relations/media relations representative
- 2.4.3 The contractor and the majority of the account team personnel assigned by the contractor must be qualified through experience and training in travel and tourism marketing and should have expertise in marketing to the African American audience. In addition, throughout the effective period of the contract, the contractor and the personnel assigned to the account team must become and stay involved in tourism industry activities and must become knowledgeable about the State of Missouri and its attributes.
- 2.4.4 The contractor must provide all necessary training and education for the contractor's personnel in order for the personnel effectively perform the requirements of the contract.
- 2.4.5 The contractor should visit the primary destinations in Missouri for African-American travelers once per year. In order to assist the account team in staying abreast of state tourism happenings and events, the contractor should assign a key account person for such visits. The destinations shall be determined based on research and approved by the state agency.
- 2.4.6 One or more of the contractor's assigned account team representative(s) shall, at a minimum, attend up to eight (8) local state tourism related meetings per year including, but not be limited to, the meetings included in the subparagraphs below. The contractor shall pay all associated registration fees for attendance at each meeting. Historically, registration fees have been approximately \$125.00 for the Missouri Travel Council Annual Meeting and less than \$100.00 for the Missouri Association of CVBs Annual Meeting.
- a. Four (4) Commission meetings;
 - b. Annual Governor's Conference;
 - c. Missouri Travel Council Annual Meeting;
 - d. Missouri Association of CVBs Annual Meeting; and
 - e. One (1) additional meeting as designated by the state agency.
- 2.4.7 At a minimum, the contractor must be a member of the Missouri Travel Council and Missouri Association of CVBs, and shall pay all associated membership fees for such membership and for any other memberships the contractor maintains. Historically, individual membership fees have been \$50.00 per year for the Missouri Travel Council and \$100.00 per year for corporate membership fees for the Missouri Association of CVBs.

2.5 Requirements for Measurement:

Survey/Research - In order to assist in measuring the success of the state agency's marketing activities, the state agency has a contract with independent research companies to conduct research on the effectiveness

of the activities of the state agency. The contractor must assist the state agency in such research as stated below:

- 2.5.1 Upon request by the state agency, the contractor must attend a meeting with the parties listed below in Jefferson City, MO, or at another location if another location is agreeable to all parties. The contractor will be notified at least two (2) calendar weeks prior to the date of such meeting:
- a. State agency personnel;
 - b. Personnel from the independent research company(ies) contracted by the State of Missouri to provide research services for the state agency;
 - c. Personnel from the independent company contracted by the State of Missouri to produce the state agency's marketing publications;
 - d. Personnel from the state agency's advertising agency of record;
 - e. Other state agency designees, as determined necessary by the state agency.
- 2.5.2 If approved by the state agency in writing, the contractor may conduct independent research to determine the effectiveness of the contractor's marketing activities. Such research must either be conducted by an independent research organization or must be approved by the state agency.

2.6 Reporting Requirements:

- 2.6.1 The contractor shall furnish the reports identified in this section to the state agency for review and approval. For each report type, the contractor must obtain the prior written approval of the state agency on the format and design of the report prior to its first submission.
- 2.6.2 The contractor shall submit hard copy reports and may also submit an electronic copy. In submitting reports electronically, the contractor's computer system must be compatible with the state agency's computer system. The contractor shall agree and understand that the decision of compatibility rests with the state agency and the decision of the state agency shall be final and without recourse.
- a. Currently, the state agency's computers are equipped with Windows XP/2000 and Microsoft Office 2000, however upgrades occur on a continuous basis.
 - b. Experience has shown that Macintosh - type conversions have not been completely compatible with the state agency's system.
- 2.6.3 Strategy Reports: After the proposed marketing campaign has been finalized and approved, the contractor shall continue to develop new and innovative ideas for promoting Missouri and for meeting the objectives of the state agency as specified herein. Prior to implementing any such new ideas or projects, the contractor shall submit a strategy report for consideration by the state agency which must briefly outline goals, strategies, and objectives for each such project. The strategy reports shall be submitted on a regular basis, as determined by the state agency, to justify state agency involvement in each such project and to organize the approach that is taken to ensure success and ultimate benefit to Missouri.
- 2.6.4 Annual Reports: The contractor shall submit four (4) copies of an annual report, which must at a minimum include the information listed below. The contractor shall submit the report annually, by no later than thirty (30) calendar days after the expiration of each contract period.
- a. Summary of visits to communities and vacation regions;
 - b. Summary of meetings attended for the year;
 - c. Up-to-date marketing information;
 - d. Documentation measuring the results of current projects;
 - e. An assessment of past year's programs;
 - f. An evaluation of potential future opportunities.

2.6.5 Monthly Reports – The contractor shall submit the following reports as part of and included with the monthly invoice:

- a. Status Report - The contractor shall submit a monthly status report to the state agency which outlines the following information:
 - 1) The specific accomplishments achieved during the monthly reporting period;
 - 2) The specific activities and projects completed pursuant to the provision of the contract and the completion dates of such tasks;
 - 3) The specific planned activities for the upcoming month;
 - 4) The specific planned activities and projects and projected completion date(s) remaining to be completed pursuant to the provisions of the contract;
 - 5) Any other pertinent information and accomplishments from the month;
- b. Budget Assessment Report - On a monthly basis, the contractor shall submit a written spreadsheet report to the state agency that details the status of the budget. The report shall include each approved budget item by project, billed versus committed amounts, and the remaining balance. The contractor shall present a draft of the form and format of the monthly report to the state agency for approval prior to the submission of the first monthly report.
- c. Aged Account Payable Report - The contractor shall submit an Aged Account Payable Report to the state agency on a monthly basis. The Aged Account Payable Report must contain the information required by the state agency, including audited and verified invoice amounts, in order to ascertain the contractor's payment status of the contractor's suppliers/vendors related to the state agency services. Prior to submitting the first monthly report, the contractor must receive the written approval of the state agency of the format of the report and information contained therein. The state agency expects the contractor to pay suppliers, subcontractors, etc within 30 calendar days, not to exceed 60 days from receipt of an approved invoice and appropriate documentation.

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- d. MBE/WBE Participation Report – The contractor shall submit a copy of the required MBE/WBE Participation Report to the state agency each month. See the Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation Requirements for specific requirements related to the report.

2.7 Other Requirements:

2.7.1 Competitive Bid Requirements - The state agency reserves the right to require the contractor to competitively bid any service/program that will be performed by a subcontractor during the effective period of the contract. The contractor must comply with the following requirements related to the competitive bid process:

- a. The contractor shall develop written bid specifications and requirements for the services required and shall submit the written bid specifications to the state agency for input and suggestions.
- b. The contractor shall develop a mailing list of potential bidders to mail the bid specifications to and shall include any companies recommended by the state agency on the list.
- c. The contractor shall mail the bid specifications, shall answer all questions from potential bidders regarding the specifications, and shall receive and evaluate the bids.
- d. The contractor shall present the final recommended bidder to the state agency and designees for final approval of the company who will be awarded the subcontract for providing the required

service/program. With such information, the contractor shall also submit a list of each bid and prices associated with each such bid.

- e. After award of each subcontract, the contractor shall provide the state agency with a complete copy of the final contract, including prices.
- f. The contractor shall administer and manage the awarded subcontract in its entirety. If the contractor determines that the awarded subcontractor is not performing in a satisfactory manner, the contractor must obtain the prior written approval of the state agency for any replacement subcontract. In addition, if the state agency requires, the contractor must follow the same competitive bid process described herein in order to obtain the new subcontract.

2.7.2 Conflict of Interest - In order to insure that there is no real or perceived conflict of interest of accounts, the contractor shall not, at any time during the life of the contract, be employed by or accept tourism related accounts for another State Tourism Department in the US.

- a. If the contractor has any such competing tourism related account for another State at the time of award of the contract, the contractor must notify the state agency of such account(s). The state agency will review the account, and if such account is determined to be a competing tourism related account, the contractor shall be required to cancel the account, including all financial and legal obligations and responsibilities, within 10 days of the contract award, unless otherwise authorized in writing by the state agency.
- b. In addition, if the contractor is considering accepting a new tourism related account, the contractor must provide the state agency with information about the account prior to the contractor accepting the account business. The state agency will review the account and shall notify the contractor in writing, if the account is determined to be a competing tourism related account. The contractor shall not accept any new tourism related accounts unless approved in writing by the state agency.
- c. The state agency shall have the final determination as to what constitutes a conflict of interest pursuant to this provision. The decision by the state agency shall be final and without recourse, however, the state agency will not make any such decision without providing the contractor an opportunity to present comments.
- d. Failure of the contractor to cancel such accounts upon notification by the state agency that a conflict exists and/or acceptance by the contractor of any new such conflicting tourism related accounts for another State shall constitute a material breach of the contract.
- e. The above statements shall not apply to any contracts which the contractor has with other agencies of the State of Missouri.

2.7.3 The contractor shall have internal customer service policies and procedures in place and shall perform ongoing quality control measures to ensure that the state agency is treated with utmost importance. The contractor must provide the state agency with a copy of the customer service policy.

2.7.4 Property of State:

- a. The contractor shall agree and understand that all programs, reports, materials, documentation, exhibits, materials, film negatives, camera ready artwork, design features and concepts, including, but not limited to the work/products listed below which are developed or acquired by the contractor as a requirement of the contract shall become the property of the State of Missouri, with all rights and interests for present and future publication, display, sale, copyright or other use as deemed appropriate by the state agency, unless prior approval is received by the state agency for single use or other restricted use.

- 1) All plans, documents and recommendations;
 - 2) All scripts, copy and graphics, and original artwork;
 - 3) Releases from any and all talent involved in the marketing;
 - 4) All video and audio tapes, including duplicate and outtakes; and
 - 5) All photography, with the exception of stock photography, required to complete approved assignments including non-published photography.
- b. The State of Missouri shall have the full right to reproduce and/or use any products derived from the contractor's work under the contract without payment of any royalties, fees, etc. except for those fees, royalties, etc. charged by a subcontractor, provided that: (1) the subcontract requires the payment of such royalties, fees, etc. and (2) the state agency agrees in writing to pay the royalties, fees, etc. for continuous use of the product, prior to performance by the subcontractor or use of the subcontractor's property.
- c. The State of Missouri understands and agrees that any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the contractor that may be necessary to perform a particular service required hereunder but not required as a specific deliverable of the contract, shall remain the property of the contractor; however, the contractor shall be responsible for ensuring such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.
- d. The contractor shall further agree that no reports, documentation, or material prepared, including the program(s) developed as required by the contract, shall be used or marketed by the contractor or released to the public without the prior written consent of the state agency.
- e. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential.
- 2.7.5 Software, Systems, Modifications, and Warranty – All software application, information systems, and licenses (including web site programming) developed, acquired and/or used by the contractor pursuant to the contract shall be the property of the State of Missouri. By no later than seven (7) calendar days after expiration of the contract period, the contractor shall deliver the application software and applicable licenses for the operation of the Missouri Division of Tourism Web Site to the state agency or designee and shall also provide the state agency with a list of all other related commercial software used in such operation, if any.
- a. For one (1) full year following the expiration date of the contract, all errors and design deficiencies which existed in the system turned over to the state agency and/or to the state agency's designee as specified above shall be corrected by the contractor at the expense of the contractor. Deficiencies properly noted prior to the expiration of this warranty shall be covered regardless of such expiration. Enhancements and other changes undertaken by the state agency outside the contract shall not be covered by this warranty.
 - b. The contractor shall ensure that all software and hardware used in the operation of the web site continues to be century compliant. All modifications, maintenance and enhancements must be developed, tested and implemented in a manner that ensures continued century compliance.
- 2.7.6 The contractor shall be responsible for obtaining photographic usage rights, copyrights, and registration of all logos, commercials, Internet domain names, etc. in the name of the State of Missouri as instructed and approved by the state agency. The contractor must submit all final paperwork related thereto to the state agency at the time of submission of the invoice.

2.7.7 The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, employees, and assigns, in all suits of law or in equity alleging patent, trademark or copyright infringement, defamation (libel and/or slander), violation of privacy rights, violation of the right of publicity, misappropriation of trade secrets, or unfair competition concerning or arising from the contractor's performance or products produced under the terms of the contract.

2.7.8 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein.

2.8 Financial Requirements:

2.8.1 The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by the state agency. These records must be made available at all reasonable times to the state agency and/or its designees and the Missouri State Auditor during the contract period and any renewal period, and for three (3) years from the date of final payment on the contract or contract renewal period.

2.8.2 The contractor shall permit governmental auditors and authorized representatives of the State of Missouri to have access for the purpose of audit or examination of any of the books, documents, papers, and records of the contractor's recording receipts and disbursements of any of the funds made available to the contractor under the contract at any reasonable time. The contractor further agrees that any audit exception noted by governmental auditors shall not be paid by the state agency and shall be the sole responsibility of the contractor, provided that it may contest any such exception by any legal procedure it deems appropriate and that the state agency will pay the contractor all amounts which may ultimately be held entitled to receive as a result of any such legal action.

2.8.3 The contractor shall agree and understand that the State of Missouri **does not make advanced payments to the contractor** for any services performed or goods purchased or provided.

a. The contractor must insure that all services have been provided prior to submitting an invoice to the state agency for payment/reimbursement from the state agency.

b. From the time of approval of the contractor's invoice by the state agency, the state agency estimates that payment may take an average of approximately thirty (30) calendar days. The contractor shall pay all suppliers, media, production facilities, vendors, subcontractors, etc. by no later than two (2) calendar weeks after the date of the payment transaction from the State of Missouri.

2.8.4 The state agency will have approximately \$1,500,000.00 budgeted for the African American marketing campaign for the original contract period. If the contract is renewed pursuant to the renewal option provisions of the contract, although it is not anticipated, the budget for the subsequent renewal periods may change.

a. The contractor shall agree and understand that any amount funded per the contract is subject to appropriations made by the General Assembly and signed into law by the Governor. In addition, the total budget amount described herein is also subject to reduction by executive order and or by administrative policy of the state agency when deemed in the best interest of the State of Missouri. Therefore, the State of Missouri does not guarantee that any amount of funds will be spent in accordance with the contract.

b. In addition, any amount funded shall be utilized for the total campaign, including paid advertisement time or space placed directly by the state agency, and any other costs incurred or services performed by the state agency related to meeting the objectives of the marketing effort.

2.9 Invoicing and Payment Requirements:

2.9.1 Immediately upon award of the contract, the contractor needs to submit or must have already submitted a properly completed State Vendor ACH/EFT Application, since the State of Missouri intends to make contract payments through Electronic Funds Transfer.

- a. If not already submitted, the contractor needs to obtain a copy of the State Vendor ACH/EFT Application and completion instructions from the Internet at:

<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>

- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted.

2.9.2 One time per month, the contractor shall submit an invoice to the state agency for services at the firm fixed price per month stated on the Pricing Page. The firm, fixed price per month shall constitute the total amount due the contractor for all services specified in the requirements of this document unless services are specifically listed as reimbursable in the paragraph related to reimbursements, below.

- a. After receipt and approval by the state agency of the monthly invoice **and all required reports and documentation**, the contractor shall be paid the firm fixed price per month for all services required herein related to the marketing campaign and contractor requirements related thereto.

- b. The firm fixed price per month shall constitute the contractor's fee for all of, but not necessarily limited to the following:

- 1) All Personnel Costs - The contractor's fee must include all personnel costs, including the primary and secondary contact people and the remaining marketing account team required herein for performance of all required services and travel including, but not limited to:

- | | |
|--|---|
| ➤ Media planning, buying, and implementation | ➤ All subcontract and subcontract management activities |
| ➤ Trafficking | ➤ Project management |
| ➤ Development and implementation of marketing campaign | ➤ Competitive bid solicitation and administration |
| ➤ Supervision | ➤ Accounting and billing |
| ➤ Art direction and production | ➤ Legal services and fees |
| ➤ Script and copy writing | ➤ Administrative support |
| ➤ Creative development | ➤ Reporting |
| ➤ Print/collateral production | ➤ Electronic/computer production |
| ➤ Executive, account direction, management | ➤ Supervision & coordination |
| ➤ Reporting | ➤ In-state travel expenses |
| ➤ Agency account service time | ➤ Etc. |

- 2) All business communication, interaction, expenses, and overhead considered the cost of doing business and essential to the performance of the contract including but not limited to:

- | | |
|--|---|
| ➤ all telephone expenses | ➤ membership dues |
| ➤ facsimile and telegram expenses | ➤ office operation expenses |
| ➤ business expenses | ➤ conference fees and expenses |
| ➤ meeting expenses and fees | ➤ overhead costs |
| ➤ costs to make corrections to creative concepts, collateral, or other projects submitted for approval | ➤ all business equipment expenses (including information technology, software, office equipment, design/production equipment, etc.) |

- supply and material expenses, including presentation materials
- mailing and postage expenses (including overnight/rush charges, electronic mail, etc.)
- education and training expenses
- etc.

2.9.3 Reimbursable Services - The contractor shall agree and understand that if a service is not specifically listed in the following paragraphs as reimbursable, the contractor must include any costs related to providing the service in the contractor's firm fixed price per month because no additional payment or reimbursement to the contractor shall be made for the service.

- a. Only those services included in the subparagraphs below and previously approved by the state agency shall be reimbursed separately from the firm fixed price per month:

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- 1) Approved Special Event/Sales Promotion and Out of State Travel: The contractor shall be reimbursed for travel to attend approved special events and for out of state travel as approved by the state agency in writing.
 - ✓ The contractor must obtain written approval at least five (5) days prior to date of travel.
 - ✓ If travel is approved by the state agency, the contractor shall invoice for actual and reasonable travel and travel related expenses pursuant to the Office of Administration Travel Regulations and Contiguous US Per Diem Rates (CONUS).
 - The contractor must have the specific written prior approval of the state agency for any travel related expenses which may exceed the CONUS rates.
 - Effective 07/01/04, the mileage reimbursement rate is \$0.345 per mile.
 - The Office of Administration Travel Regulations can be found on the Internet by clicking on the Quick Link for Travel Regulations at the following address: <http://www.oa.mo.gov/acct/>
 - The Contiguous US Per Diem Rates (CONUS) can be found on the Internet at: <http://www.dtic.mil/perdiem/perdiemrates.html>
- 2) Production: The contractor shall be reimbursed the actual net costs for production costs necessary to implement the approved marketing campaign including all net costs necessary to produce commercials, print advertisements and inserts, internet advertisements, promotional pieces, outdoor advertisements, etc. The contractor shall not be paid for any state agency required corrections to materials being produced but shall be paid for state agency required changes received after state agency written approval had previously been provided.
- 3) Fulfillment Services: If there is any additional fee charged for including the contractor's African American marketing materials in the advertising agency of record's fulfillment program, the contractor shall be reimbursed the actual net additional costs charged to the contractor by the advertising agency of record.
- 4) Media Purchases – The contractor shall be reimbursed the actual net costs of advertising media space or time purchased by the contractor pursuant to the approved media schedule and plan approved as part of the marketing campaign. No other payment, commission, fee, etc. shall be paid to the contractor or subcontractors for any reason whatsoever.
- 5) Photographic usage rights, copyrights, registration of logos, commercials, Internet domain names, etc – After receipt of all final paperwork related to such rights/registrations and the invoice for reimbursement, the contractor shall be reimbursed the actual net cost of the photographic right, copyright, and/or registration.

- 6) Additional Marketing Campaign Services – In the event that services are required by the state agency that are not specified as a requirement in this document and which go above and beyond the services customarily performed by a full service advertising/marketing agency, and if the state agency specifically approves, in advance and in writing, the services as reimbursable prior to the performance of the services, the contractor shall be reimbursed the actual cost of such services. However, the contractor's time to administer and manage the program (or to administer the subcontract, if the program is handled via a subcontract) shall not be reimbursable and shall be included in the firm fixed price per month for the contractor's services. The contractor may be required to conduct bid solicitation on certain services if requested by the state agency.

b. Requirements of Invoices for Reimbursement:

- 1) Invoices for Reimbursement may be submitted as often as desired during a month, but must be submitted at least monthly.
 - 2) With each invoice submitted by the contractor, the contractor shall itemize expenditures by project with an accumulative total for performance of all services.
 - 3) On the face of each invoice, the contractor must identify the project name and project number (as assigned by the contractor) for all items listed and must cross reference the invoiced project to the approved specific budget item on the Marketing Campaign.
 - 4) In addition, the contractor shall attach the invoice from subcontractors/media showing the actual net cost charged by the subcontractor/media.
 - 5) The contractor shall assign a subcontractor number to each subcontractor and must reference such number on each applicable invoice.
- c. The contractor shall not be reimbursed for any reimbursable services until documentation has been received for which the contractor is requesting reimbursement and until all invoiced services have been completed. The contractor shall pay all subcontractor invoices by no later than two (2) calendar weeks after the date of the payment transaction from the State of Missouri.

2.9.4 Other than the payments and reimbursements specified above, no other payments or reimbursements including no commissions or additional percentage mark-ups shall be paid to the contractor or any subcontractor.

2.9.5 The contractor should have an account set up to accept electronic fund transfers as the state agency's preferred method of payment.

2.10 Other Contractual Requirements:

2.10.1 Contract - A binding contract shall consist of: (1) the RFP, amendments thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any BAFOs and (3) the Division of Purchasing and Materials Management's acceptance of the proposal by "notice of award" or by "purchase order". All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

- a. The notice of award does not constitute a directive to proceed. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.
- c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management or by a modified purchase order prior to the effective date of such modification. The contractor expressly and

explicitly understands and agrees that no other method and/or no other document, including correspondence from the state agency, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

- 2.10.2 Contract Period - The original contract period shall be as stated in the Request for Proposal (RFP). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for three (3) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.
- 2.10.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.
- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
 - b. The Division of Purchasing and Materials Management does not automatically exercise its option for renewal based upon the maximum price and reserves the right to offer or to request renewal of the contract at a price less than the maximum price stated.
- 2.10.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the contractor pursuant to the terms of the contract shall, at the option of the Division of Purchasing and Materials Management, become the property of the State of Missouri. The contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.
- 2.10.5 Transition:
- a. Upon award of the contract, the contractor shall work with the state agency and any other organizations designated by the state agency to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the state agency.
 - b. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the state agency to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the state agency, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:
 - 1) The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the state agency and/or to the state agency's designee within seven (7) days after receipt of the written request.
 - 2) The contractor shall agree to continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed ninety (90) calendar days after the expiration, termination or cancellation date of the contract for a price not to exceed those prices set forth in the contract.

- 3) The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the state agency, in order to insure the completion of such service prior to the expiration of the contract.

- 2.10.6 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.
- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
 - b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
 - c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.
- 2.10.7 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and/or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract.
- 2.10.8 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.
- 2.10.9 Coordination - The contractor shall fully coordinate all contract activities with those activities of the state agency. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the state agency or the Division of Purchasing and Materials Management throughout the effective period of the contract.
- 2.10.10 Substitution of Personnel - The contractor agrees and understands that the State of Missouri's agreement to the contract is predicated in part on the utilization of the specific individual(s) and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees that no substitution of such specific individual(s) and/or personnel qualifications shall be made without the prior written approval of the state agency. The contractor further agrees that any substitution made pursuant to this paragraph must be equal or better than originally proposed and that the state agency's approval of a substitution shall not be construed as an acceptance of the substitution's performance potential. The State of Missouri agrees that an approval of a substitution will not be unreasonably withheld.

2.10.11 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

2.10.12 ***Minority Business Enterprise/Women Business Enterprise (MBE/WBE) Participation - The contractor must comply with the MBE/WBE participation levels committed to in the contractor's awarded proposal.***

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- a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a monthly report detailing all payments to MBE/WBEs participating in the contract. The report must include MBE/WBE payments for the monthly period. The report shall be submitted by no later than the 15th of each calendar month and shall report payments for the prior calendar month. The contractor must submit a copy of the MBE/WBE Participation Report to the state agency along with the other monthly reports required to be submitted to the state agency.
- b. The Division of Purchasing and Materials Management and the Office of Equal Opportunity will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to participating MBE/WBEs are less than the amount committed to in the contract, the state may cancel the contract, suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the MBE/WBE participation commitment less actual payments made by the contractor to MBE/WBEs. If the Division of Purchasing and Materials Management determines that the contractor is in compliance with the MBE/WBE participation commitment, the state will release the retained funds.
- c. If a participating MBE/WBE fails to retain their certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs to fulfill the MBE/WBE participation requirements committed to in the contractor's awarded proposal. The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new MBE/WBE participants. This approval shall not be arbitrarily withheld. If the contractor cannot obtain a MBE/WBE replacement, the contractor must submit an Application for Waiver to the Division of Purchasing and Materials Management documenting all efforts made to secure an MBE/WBE replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the participation of MBE/WBEs and whether the contract will be amended to change the MBE/WBE participation commitment.

3. PROPOSAL SUBMISSION INFORMATION

3.1 Submission of Proposals:

3.1.1 ELECTRONIC SUBMISSION OF PROPOSALS THROUGH THE ON-LINE BIDDING WEB SITE IS NOT AVAILABLE FOR THIS RFP.

3.1.2 When submitting a proposal, the offeror should include six (6) additional copies along with their original proposal for a total of 7. The front cover of the original proposal should be labeled “original” and the front cover of all copies should be labeled “copy”.

- a. Both the original and the copies should be printed on recycled paper and double sided. All proposals and copies should minimize or eliminate the use of non-recyclable materials such as plastic report covers, plastic dividers, vinyl sleeves, and binding. The offeror should not include gimmicks or other promotional extravagances with the proposal including special packaging, binders, etc. Samples of creative work are permissible, but must be related to the proposal. Multiple copies of samples are not necessary.
- b. Imaging Ready – In addition, all proposals are scanned into the Division of Purchasing and Materials Management imaging system after a contract is executed, or all proposals are rejected.
 - 1) The scanned information will be able to be viewed through the Internet from the Public Record Search system. Therefore, the offeror is advised not to include personal identifying information such as social security numbers in the proposal.
 - 2) In preparing a proposal, the offeror should be mindful of document preparation efforts for imaging purposes and storage capacity that will be required to image the proposals. Glue bound materials should not be used.

3.1.3 To facilitate the evaluation process, the offeror is encouraged to organize their proposal into distinctive sections that correspond with the individual evaluation categories described herein. The offeror is cautioned that it is the offeror’s sole responsibility to submit information related to the evaluation categories and that the State of Missouri is under no obligation to solicit such information if it is not included with the proposal. The offeror’s failure to submit such information may cause an adverse impact on the evaluation of the proposal.

- a. Each distinctive section should be titled with each individual evaluation category and all material related to that category should be included therein.
- b. The proposal should be page numbered.
- c. The signed page one from the original RFP and all signed amendments should be placed at the beginning of the proposal.

3.1.4 Offeror’s Contacts:

- a. Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. The buyer may be contacted via e-mail or phone as shown on the first page, or via facsimile to 573-526-9817. The offeror may contact the Office of Equal Opportunity regarding MBE/WBE certification or subcontracting with MBE/WBE companies at (877) 259-2963 or (573) 751-8130 or by fax at (573) 522-8078.
- b. Offerors and their agents may not contact any other state employee regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.

- c. Offerors are advised that any questions received less than ten calendar days prior to the RFP opening date may not be answered.

3.2 Competitive Negotiation of Proposals - The offeror is advised that under the provisions of this Request for Proposal, the Division of Purchasing and Materials Management reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- 3.2.1 Negotiations may be conducted in person, in writing, or by telephone.
- 3.2.2 Negotiations will only be conducted with potentially acceptable proposals. The Division of Purchasing and Materials Management reserves the right to limit negotiations to those proposals which received the highest rankings during the initial evaluation phase. All offerors involved in the negotiation process will be invited to submit a best and final offer.
- 3.2.3 Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- 3.2.4 The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Division of Purchasing and Materials Management determines that a change in such requirements is in the best interest of the State of Missouri.

3.3 Evaluation and Award Process:

- 3.3.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use both objective analysis and subjective judgment in conducting a comparative assessment of the proposal in accordance with the evaluation criteria stated below:
 - a. Cost..... 35 points
 - b. Experience, Reliability, and Stability 20 points
 - c. Expertise and Creative Ability of Personnel..... 25 points
 - d. Method of Performance 20 points
- 3.3.2 After an initial screening process, a question and answer conference or interview may be conducted with the offeror, if deemed necessary by the Division of Purchasing and Materials Management. In addition, the offeror may be asked to make an oral presentation of their proposal during the conference. Attendance cost at the conference shall be at the offeror's expense. All arrangements and scheduling shall be coordinated by the Division of Purchasing and Materials Management.
- 3.3.3 Preference for Organizations for the Blind and Sheltered Workshops - Pursuant to RSMo 34.165, a five (5) bonus point preference shall be granted to offerors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920 RSMo. Five bonus points will be added to the total evaluation points for offerors qualifying for the preference.
 - a. If the offeror is an organization for the blind or sheltered workshop, the offeror should provide evidence of qualifications (i.e., copy of certificate or certificate number).
 - b. If the offeror is utilizing an organization for the blind or a sheltered workshop as a subcontractor, the offeror should submit: (1) a letter of intent signed by the organization for the blind or sheltered workshop describing the products/services they will provide and indicating their commitment to aid

the contractor's performance under the prospective state contract, and (2) evidence that the subcontractor qualifies as an organization for the blind or sheltered workshop.

- c. The two known organizations for the blind in the State of Missouri are Lighthouse for the Blind and Alpha Pointe. A list of Missouri sheltered workshops can be found at the following internet address:

<http://www.dese.mo.gov/divspeced/shelteredworkshops/swindex.html>

3.4 Evaluation of Cost:

- 3.4.1 The objective evaluation of cost shall be based on a total of the firm fixed price per month price for the original and each potential renewal period as stated on the pricing page.
- 3.4.2 Cost points shall be calculated based on the sum from the above calculation using the following formula:

$$\frac{\text{Lowest Responsive Price}}{\text{Compared Price}} \times 35 = \text{Cost score points}$$

3.5 Evaluation of Offeror's Experience, Reliability, and Stability

Experience, reliability, and stability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful, reliable, and creative experience in past performances similar/related to the requirements of this RFP and which documents the offeror's organization as stable and financial sound.

- 3.5.1 The offeror should complete Exhibit A and may include additional information in order to document the experience, reliability, and stability of the offeror's organization and to confirm that the offeror's organization complies with the qualification requirements of the RFP.
- 3.5.2 The offeror should complete Exhibit B related to previous and current accounts/clients of offeror's organization and any proposed subcontractors. The offeror should particularly include documentation regarding travel and tourism related experiences. In addition, the offeror should obtain the signature of the contact person referenced on the Exhibit verifying that that information presented is accurate. The contact person's signature also represents that the contact person is willing and will be available for contact by the State of Missouri in order to discuss the services performed by the offeror for the contact person's company.
- 3.5.3 Business Compliance - The offeror must be in compliance with the laws regarding conducting business in the State of Missouri. The offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the offeror and any proposed subcontractors are presently in compliance with such laws. The offeror shall provide documentation of compliance upon request by the Division of Purchasing and Materials Management. The compliance to conduct business in the state shall include, but not necessarily be limited to:
- a. Registration of business name (if applicable)
 - b. Certificate of authority to transact business/certificate of good standing (if applicable)
 - c. Taxes (e.g., city/county/state/federal)
 - d. State and local certifications (e.g., professions/occupations/activities)
 - e. Licenses and permits (e.g., city/county license, sales permits)
 - f. Insurance (e.g., worker's compensation/unemployment compensation)

3.6 Evaluation of Expertise and Creative Ability of Offeror's Personnel:

The qualifications (experience, expertise, and creativity) of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed

subcontractor, will be subjectively evaluated. Therefore, the offeror should provide information about all personnel who will work on or be assigned to the state agency account, whether from the offeror's organization or from a proposed subcontractor's organization.

- 3.6.1 The offeror should provide detailed information on Exhibit C for each of the key account team personnel that are proposed to be assigned to the state agency's account team. The offeror should also provide the additional personnel information requested on Exhibit D.
- a. Information should be structured to emphasize relevant qualifications and experience of the personnel in successfully completing contracts/performing services of a similar size and scope to the requirements of this RFP.
 - b. Information submitted should clearly identify previous experience in performing similar services and should include beginning and ending dates, a description of the role of the person in such performances, results of the services performed, and how the person's involvement in that project will relate to the person's ability to contribute to the State of Missouri.
- 3.6.2 If personnel are not yet hired, the offeror should provide detailed descriptions of the required employment qualifications; and detailed job descriptions of the position to be filled, including the type of person proposed to be hired.

3.7 Evaluation of Method of Performance:

Proposals will be subjectively evaluated based on the offeror's distinctive plan for performing the requirements of the RFP. Therefore, the offeror should present a written narrative which demonstrates the method or manner in which the offeror proposes to satisfy these requirements. The language of the narrative should be straightforward and limited to facts, solutions to problems, and plans of action.

- 3.7.1 The offeror should complete and submit Exhibit E with specific information regarding the offeror's proposed method of performance. In addition, the offeror may identify each specific paragraph and subparagraph of the Contractual Requirements by paragraph number as an item for discussion. Immediately below the number, write a description of how, when, by whom, with what, to what degree, why, where, etc., the requirements will be satisfied and otherwise detail the offeror's understanding of the requirements and ability to successfully perform.
- 3.7.2 Budget - The offeror should utilize Exhibit F to provide and submit a detailed budget matrix which should reflect the offerors proposed plans for the required services of this RFP. The budget matrix should clearly outline, identify, and describe any of the activities and estimated budget for each activity proposed to be included in the offeror's marketing campaign.

3.8 Offeror Requirements for Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) Participation

- 3.8.1 Mandatory Requirement for Participation - In order for the Division of Purchasing and Materials Management to meet the requirements of Executive Order 98-21, the offeror must secure participation by certified MBEs and WBEs in providing the products/services required in this RFP. The offeror must secure MBE participation of at least 20% and WBE participation of at least 10% of the total dollar value of the contract.
- a. These requirements can be met by a qualified MBE/WBE offeror themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation. In order to be considered as meeting these requirements, the MBE/WBEs must be qualified at the time the proposal is submitted.

- b. Work performed by MBE/WBEs must provide a commercially useful function related to the delivery of the service/product required herein.

3.8.2 Definition - Qualified MBE/WBE:

- a. *MBE or WBE* means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one or more minorities or women who own it.
- b. *Minority* is defined in RSMo 33.750 as belonging to one of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, or other similar racial groups.
- c. In order to be considered a *qualified* MBE or WBE for purposes of this RFP, the MBE/WBE *must be certified* by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

3.8.3 Offerors Qualifying as MBE/WBE - MBE/WBEs submitting proposals can meet the MBE or WBE participation requirements by completing the Documentation of MBE/WBE Participation Exhibit and verifying their certification by the OEO as an MBE or WBE. Note: Portions of the contract that will be performed by businesses which do not qualify as MBEs or WBEs will not be considered as MBE/WBE participation.

3.8.4 Potential MBE/WBE Subcontracting and Other Participation Opportunities - This information is intended to suggest potential opportunities for participation of MBEs and WBEs in providing the products and services required in the RFP. The offeror can meet the participation requirements through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for qualified MBE/WBE participation. The following list is not meant to be all inclusive, nor is it intended to limit the offeror to utilize the participation in the manner identified.

- | | | |
|------------------------|-----------------------------------|--------------------------------------|
| a. advertising | b. promotions | c. research |
| d. marketing | e. media | f. production |
| g. internet marketing | h. fulfillment services | i. photography |
| j. videography | k. collateral material production | l. supplies |
| m. equipment purchases | n. Personnel resources | o. specialized expertise/freelancers |

3.8.5 Resources - A listing of several resources that are available to assist offerors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available by contacting the Supplier Diversity Program as specified below:

Office of Administration, Supplier Diversity Program
 P.O. Box 809, Harry S Truman Bldg., Room 840
 Jefferson City, MO 65102
 Phone: (877) 259-2963 or (573) 751-8130, Fax: (573) 522-8078
 Web Address: <http://www.oa.mo.gov/oao/sd.html>

3.8.6 Participation Commitment - To identify each proposed MBE and WBE, the offeror must complete the MBE/WBE Participation Commitment Table, Exhibit G.

3.8.7 Documentation of MBE/WBE Participation - The offeror must insure that each MBE and WBE listed in the MBE/WBE Participation Commitment Table, Exhibit G, completes a Documentation of MBE/WBE Form, Exhibit H.

- a. Each completed Documentation of MBE/WBE Participation Form must be submitted by the offeror with the proposal.
 - b. The percentage level of MBE/WBE participation committed to by the offeror in the MBE/WBE Participation Commitment Table and verified in the Documentation of MBE/WBE Participation Form, shall be considered by the Division of Purchasing and Materials Management in determining if the offeror has satisfied the MBE/WBE participation requirements.
 - c. Note - The offeror should submit documentation of any MBE/WBE participation they are able to obtain. If the percentage is less than the required 20% MBE or 10% WBE, the offeror must also submit the Application for Waiver, Exhibit I.
- 3.8.8 Application for Waiver - If the committed percentage of participation is less than 20% for MBE and/or less than 10% for WBE, the offeror must complete the Application for Waiver, Exhibit I, documenting efforts made to meet the MBE/WBE participation requirements.
- 3.8.9 Rejection of Proposal - Failure of the offeror to obtain 20% MBE participation and 10% WBE participation shall result in rejection of the proposal unless the Application for Waiver exhibit is submitted with the proposal by the offeror and approved by the Division of Purchasing and Materials Management.
- a. The Division of Purchasing and Materials Management will review the Application for Waiver and any other applicable information contained in the proposal to determine if the MBE/WBE participation requirements will be waived.
 - b. The ability of other offerors to obtain MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offeror not obtaining the required MBE/WBE participation.
 - c. The Division of Purchasing and Materials Management reserves the right to request additional information from the offeror to determine compliance with the MBE/WBE participation requirements.

4. PRICING PAGE

4.1 Price Per Month for Services

001. In the table below, the offeror shall state a single firm, fixed price per month for the original contract period and a maximum price per month for the potential renewal period, for providing services in accordance with the provisions and requirements included in this RFP. (*commodity code 91801*)

| Contract Period | Pricing Requirement | Price |
|--------------------------|----------------------------|----------|
| Original Contract Period | Firm Fixed Price per Month | \$ _____ |
| First Renewal Period | Maximum Price per Month | \$ _____ |
| Second Renewal Period | Maximum Price per Month | \$ _____ |
| Third Renewal Period | Maximum Price per Month | \$ _____ |

- 4.2 **Organizations for the Blind or Sheltered Workshop** - If the offeror qualifies as either a nonprofit organization for the blind or a sheltered workshop, or if the offeror is proposing to include products and/or services manufactured, produced, or assembled by such an organization, the offeror should identify the name of the organization in the space below and should attach all supporting documentation, as referenced elsewhere herein.

| | |
|--|-------|
| Name & Address of Organization for Blind/Sheltered Workshop: | _____ |
| | _____ |

- 4.3 **Outside United States** - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the offeror MUST disclose such fact and provide details in the space below or on an attached page.

| | | |
|--|-----------|----------|
| Are products and/or services being manufactured or performed at sites outside the continental United States? | Yes _____ | No _____ |
| Describe and provide details: | | |

EXHIBIT A

COMPANY INFORMATION

THE OFFEROR SHOULD COMPLETE THE FOLLOWING WITH INFORMATION ABOUT THE OFFEROR'S ORGANIZATION AND SHOULD PROVIDE INFORMATION THAT DOCUMENTS AND VERIFIES THE NUMBER OF YEARS STATED IN EACH BLANK:

| <u>Information</u> | <u>Dates</u> | <u>Explanation and Detailed Support Verifying Dates:</u> |
|---|--------------------------|---|
| Total number of years in business | Beginning Date: _____ | |
| Total number of years operating as a full-service advertising agency | Beginning Date: _____ | |
| Total number of years of experience in travel and tourism destination marketing advertising. . | Beginning Date: _____ | |
| Provide the title of each account, dates, and annual billing amount for each travel and tourism destination marketing account | | |

THE OFFEROR SHOULD PROVIDE THE FOLLOWING INFORMATION ABOUT CLIENT HISTORY:

| <u>Information</u> | <u>Numbers</u> | <u>Explanation and Detailed Support</u> |
|---|--------------------------------------|--|
| Total number of current accounts - Provide annual billing information in summary form for all accounts | _____ Total Number | |
| Largest current account | _____ Annual Billing amount | |
| Smallest current account | _____ Annual Billing amount | |
| Name Current Consumer-targeted account(s) with annual media billings of approximately (\$300,000.00) using broadcast & print | _____ Annual Billing amount | |
| Top five clients in terms of billings that the offeror has represented in the last five (5) years | _____ Annual Billing amount | |
| | _____ Annual Billing amount | |
| | _____ Annual Billing amount | |
| | _____ Annual Billing amount | |
| | _____ Annual Billing amount | |
| Total Annual Billings – also document that any one account/current client does not represent more than 30% | _____ Total Annual Billing amount | |
| In order to determine if a conflict of interest exists with other clients represented by the offeror, provide a complete listing of any accounts for another State which are travel and tourism related | | |
| | | |
| | | |
| | | |
| | | |

THE OFFEROR SHOULD PROVIDE INFORMATION WHICH DOCUMENTS THE FINANCIAL VIABILITY OF THE OFFEROR'S ORGANIZATION AND THAT WILL CONFIRM THE OFFEROR'S FINANCIAL ABILITY TO PROVIDE THE REQUIRED SERVICES.

| <u>Information</u> | <u>Explanation and Detailed Support</u> |
|---|--|
| Describe the structure of the organization including any board of directors, partners, top departmental management, etc | |
| Organizational history- including ownership structure, any pending litigation, any civil or criminal judgments, any bankruptcy proceedings, etc. | |
| Current financial condition –also attach most recent year audited financial statements, if available. If the offeror is a subsidiary, provide this information for the parent company | |
| Aged Account Payable Report – or other demonstration of prompt payments. | |

EXHIBIT B
PRIOR ACCOUNTS EXPERIENCE OF OFFEROR

The offeror should copy and complete this form for each reference being submitted as demonstration of the offeror and subcontractor's prior experience. In addition, the offeror is advised that if the contact person listed for the reference is unable to be reached during the evaluation, the listed experience may not be considered.

| | |
|--|--|
| Offeror/Subcontractor Name: | |
| Reference Information (Prior Services Performed For:) | |
| Name of Reference Company (Client): | |
| Address of Client: | |
| Client Contact Person Name, Phone # and E-mail address: | |
| Name of Account: | |
| Dates of Services: | |
| Annual Dollar Value of Services | |
| Annual media billings (broadcast and print media) | |
| Size of account (in terms of % of offeror's total business) | |
| Description of strategic goals of account and offeror's involvement in developing the strategic direction | |
| Describe Target Market | |
| Description of services performed | |
| Samples of Ads - Provide (attach and explain) samples from campaign to demonstrate style, creativity, and past performance of the campaign | |
| Personnel Assigned to Campaign | |
| Account Service | |
| Creative | |
| Media | |
| Public Relations | |
| Other | |
| Actual measured results of campaign | |

As the contact person for the reference provided above, my signature below verifies that the information presented on this form is accurate. I am available for contact by the State of Missouri for additional discussions regarding my/my company's association with the offeror referenced above:

Signature of Reference Contact Person

Date of Signature

EXHIBIT C
EXPERTISE OF PERSONNEL

| Account Service (copy and complete for any additional account service personnel assigned) | |
|---|--|
| Name of Account Service Representative: | |
| Title/Position Classification for MO Tourism Account: | |
| Percentage of time proposed to be assigned to MO Tourism Account | |
| Physical Domicile & Office Address | |
| Educational Degree | |
| # of years employed with offeror | |
| Previous employer(s), dates & job title/accounts | |
| Identify specific information about account experience in: | Clearly identify the experience, provide dates, Account Titles, describe the person's role and extent of involvement in the experience |
| # years experience in advertising / marketing (give dates/account titles) | |
| Travel and tourism industry, particularly general and travel media and travel trade | |
| Developing and implementing travel and tourism destination marketing advertising campaigns | |
| African American consumer-targeted marketing | |
| Servicing accounts of over \$1 million | |
| Describe the person's planned duties proposed herein. | |

| | |
|--|--|
| Name of Account Service Representative: | |
| Title/Position Classification for MO Tourism Account: | |
| Percentage of time proposed to be assigned to MO Tourism Account | |
| Physical Domicile & Office Address | |
| Educational Degree | |
| # of years employed with offeror | |
| Previous employer(s), dates & job title/accounts | |
| Identify specific information about account experience in: | Clearly identify the experience, provide dates, Account Titles, describe the person's role and extent of involvement in the experience |
| # years experience in advertising / marketing (give dates/account titles) | |
| Travel and tourism industry, particularly general and travel media and travel trade | |
| Developing and implementing travel and tourism destination marketing advertising campaigns | |
| African American consumer-targeted marketing | |
| Servicing accounts of over \$1 million | |

EXHIBIT C
EXPERTISE OF PERSONNEL

| Account Service (copy and complete for any additional account service personnel assigned) | |
|---|--|
| Describe the person's planned duties proposed herein. | |

| Title/Classification of Person: _____ (Copy and complete for each classification/Person assigned as an account team member. i.e.: creative personnel, media personnel, public relations personnel, financial services personnel, and all other personnel assigned) | |
|--|--|
| Name of Person Proposed: | |
| Title/Position Classification for MO Tourism Account: | |
| Percentage of time proposed to be assigned to MO Tourism Account | |
| Physical Domicile & Office Address | |
| Educational Degree | |
| # of years employed with offeror | |
| Previous employer(s), dates & job title/accounts | |
| Identify specific information about account experience in: | Clearly identify the experience, provide dates, Account Titles, describe the person's role and extent of involvement in the experience |
| # years experience in advertising / marketing (give dates/account titles) | |
| Travel and tourism industry, particularly general and travel media and travel trade | |
| Developing and implementing travel and tourism destination marketing advertising campaigns | |
| African American consumer-targeted marketing | |
| Describe the person's planned duties proposed herein. | |

EXHIBIT D**PERSONNEL EXPERTISE SUMMARY**

(Complete this exhibit for additional personnel proposed for the account who are not specifically assigned as account team members. Attach resumes or provide key information, as necessary)

| Personnel | Background and Expertise of Personnel |
|--|--|
| 1. _____ (Name) _____ (Title) | |
| 2. _____ (Name) _____ (Title) | |
| 3. _____ (Name) _____ (Title) | |
| 4. _____ (Name) _____ (Title) | |
| 5. _____ (Name) _____ (Title) | |
| 6. _____ (Name) _____ (Title) | |
| 7. _____ (Name) _____ (Title) | |

EXHIBIT E
METHOD OF PERFORMANCE

The offeror may use this form, or any format desired, to present a written plan for performing the requirements specified in this Request for Proposal.

1. Integrated Marketing Plan - The offeror should submit a proposed African American Marketing Plan that demonstrates how the offeror proposes to reinforce the state agency's message in order to meet the objectives of the state agency.
 - 1.1 The offeror should recommend a media mix and scheduling strategy for the Division of Tourism which takes into consideration the segments targeted.
 - 1.2 The offeror should recommend frequency and effective frequency levels.
 - 1.3 The offeror should describe how the targeted segments will be reached, who will be reached, why they will be reached, and the best method to reach them.
2. Research - The offeror should provide any recommendations regarding research and how the offeror incorporates research results into strategies for advertising.
3. Customer Service - The offeror should submit their current policies and procedures on customer service and explain how quality control is performed and how customer service will be assured for the state agency.
4. Special Services - The offeror should describe any special services that the offeror proposes or is able to provide that may be of special interest to the state agency.
5. Facilities And Resources
 - 5.1 The offeror should fully describe the facilities which will be available and/or utilized in advertising efforts on behalf of the state agency, including in-house and subcontracted.
 - 5.2 The offeror should provide an organizational chart showing the staffing and lines of authority for the key personnel to be used.
 - a. It is recommended that two organizational charts be included. One organizational chart should outline the total organization and where the account team proposed for this project fits into the total organization. The second chart should be an organizational chart outline the account team proposed for this project.
 - b. The organizational chart should include the following information:

- 1) The relationship of account service senior rep to creative, to public relations, to management, and to support personnel should be clearly illustrated.
- 2) The names of the personnel and the working titles of each.
- 3) Any proposed subcontractors including management, supervisory, and other key personnel.

5.3 Along with a detailed organizational chart, the offeror should describe the following.

- a. How services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.
- b. Total Personnel Resources - The offeror should provide information that documents the depth of resources to ensure completion of all requirements on time and on target. If the offeror has other ongoing contracts that also require personnel resources, the offeror should document how sufficient resources will be provided to the State of Missouri.

6. The offeror should indicate and describe the role principles and top management will play in day-to-day account management and creative direction. The offeror should describe how services of the contract will be managed, controlled, and supervised in order to ensure satisfactory contract performance.

7. The offeror should address each of the following:

Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.

Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.

Provide a description of the company's economic presence within the State of Missouri (e.g., type of facilities: sales offices; sales outlets; divisions; manufacturing; warehouse; other), including Missouri employee statistics.

The offeror should complete this form and should clearly outline, identify, and describe any of the activities and estimated budget for each activity proposed to be included in the offeror's advertising campaign

| Exhibit F | | | | |
|---|------------------------|--------------------------|---------------------|--|
| Proposed Budget / Performance Plan | | | | |
| <u>Budget Item / Activity</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total</u> | <u>Description of Performance Plans</u> (Actual Activities Planned) <u>Explanation of Budget Item</u> |
| Annual Monthly Service Price. (Include all Costs, Expenses, and Budget Items that go into the Firm Fixed Price Per Month specified on the Pricing Page.) | | | | |
| Personnel Costs | | | | |
| Assigned Account Team (list) | | | | |
| 1. | | \$ | \$ | |
| 2. | | \$ | \$ | |
| 3. | | \$ | \$ | |
| 4. | | \$ | \$ | |
| 5. | | \$ | \$ | |
| 6. | | \$ | \$ | |
| 7. | | \$ | \$ | |
| Additional Personnel, Professional (list) | | | | |
| 1. | | \$ | \$ | |
| 2. | | \$ | \$ | |
| 3. | | \$ | \$ | |
| 4. | | \$ | \$ | |
| 5. | | \$ | \$ | |
| 6. | | \$ | \$ | |
| 7. | | \$ | \$ | |
| 8. | | \$ | \$ | |
| 9. | | \$ | \$ | |
| 10. | | \$ | \$ | |
| Additional Personnel, Administrative/Support (list) | | | | |
| 1. | | \$ | \$ | |
| 2. | | \$ | \$ | |
| 3. | | \$ | \$ | |
| 4. | | \$ | \$ | |
| 5. | | \$ | \$ | |
| 6. | | \$ | \$ | |
| 7. | | \$ | \$ | |

Exhibit F
Proposed Budget / Performance Plan

| <u>Budget Item / Activity</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total</u> | <u>Description of Performance Plans</u> (Actual Activities Planned) <u>Explanation of Budget Item</u> |
|---|-----------------|-------------------|--------------|---|
| Total Personnel Costs | | | \$ | |
| Travel Expenses (list) | | | | |
| 1. | | \$ | \$ | |
| 2. | | \$ | \$ | |
| 3. | | \$ | \$ | |
| 4. | | \$ | \$ | |
| 5. | | \$ | \$ | |
| 6. | | \$ | \$ | |
| 7. | | \$ | \$ | |
| Total Travel Expenses | | | \$ | |
| Materials and Supplies (list) | | | | |
| 1. | | \$ | \$ | |
| 2. | | \$ | \$ | |
| 3. | | \$ | \$ | |
| 4. | | \$ | \$ | |
| 5. | | \$ | \$ | |
| 6. | | \$ | \$ | |
| 7. | | \$ | \$ | |
| Total Materials and Supplies | | | \$ | |
| Other Components/Overhead (list) | | | | |
| 1. | | \$ | \$ | |
| 2. | | \$ | \$ | |
| 3. | | \$ | \$ | |
| 4. | | \$ | \$ | |
| 5. | | \$ | \$ | |
| 6. | | \$ | \$ | |
| 7. | | \$ | \$ | |
| Total Other Components/Overhead (list) | | | \$ | |

| Exhibit F Proposed Budget / Performance Plan | | | | |
|---|------------------------|--------------------------|---------------------|---|
| <u>Budget Item / Activity</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total</u> | <u>Description of Performance Plans</u> <u>(Actual Activities Planned)</u> <u>Explanation of Budget Item</u> |
| Total Firm Fixed Price Per Month (Shown as an Annual Amount) | | | \$ | ANNUAL TOTAL <i>(Based on Firm Fixed Per Month Price Shown on Pricing Page times 12 months)</i> |

| | | | | |
|---------------------------|--|--|----|--|
| Other Budget Items | | | | |
| Media | | | | |
| 1. TV | | | \$ | |
| 2. Radio | | | \$ | |
| 3. Print | | | \$ | |
| 4. Internet | | | \$ | |
| 5. Outdoor | | | \$ | |
| 6. Other | | | \$ | |
| Total Media | | | \$ | |
| Production | | | | |
| 1. | | | \$ | |
| 2. | | | \$ | |
| 3. | | | \$ | |
| 4. | | | \$ | |
| 5. | | | \$ | |
| Total Production | | | \$ | |
| Public Relations | | | | |
| 1. | | | \$ | |
| 2. | | | \$ | |
| 3. | | | \$ | |
| 4. | | | \$ | |
| Total Public Relations | | | \$ | |
| Printing | | | | |

Exhibit F
Proposed Budget / Performance Plan

| <u>Budget Item / Activity</u> | <u>Quantity</u> | <u>Unit Price</u> | <u>Total</u> | <u>Description of Performance Plans</u> (Actual Activities Planned) <u>Explanation of Budget Item</u> |
|--|------------------------|--------------------------|-----------------------|--|
| 1. | | | \$ | |
| 2. | | | \$ | |
| 3. | | | \$ | |
| 4. | | | \$ | |
| Total Printing | | | \$ | |
| Fulfillment (additional amount for African American marketing pieces) | | | | |
| 1. | \$ | | \$ | |
| Total Fulfillment | | | \$ | |
| Out of State Travel | | | | |
| 1. | | | \$ | |
| 2. | | | \$ | |
| 3. | | | \$ | |
| 4. | | | \$ | |
| Total for Out of State Travel | | | \$ | |
| Other (list) | | | | |
| 1. | | | \$ | |
| 2. | | | \$ | |
| 3. | | | \$ | |
| 4. | | | \$ | |
| 5. | | | \$ | |
| Total Other | | | \$ | |
| GRAND TOTAL | | | \$1,500,000.00 | ANNUAL TOTAL |

EXHIBIT G**MBE/WBE PARTICIPATION COMMITMENT TABLE**

The offeror must indicate below the percentage of **qualified** MBE and WBE participation committed to in relation to the total dollar value of the contract. (Note: Products/Services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

If the offeror is a qualified MBE and/or WBE, the offeror must indicate the percentage of the contract value that the offeror will provide themselves.

Note: In order to be a **qualified** MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, Office of Administration, Office of Equal Opportunity (OEO).

| Name of MBE | Percentage of Total Contract Value | Name of WBE | Percentage of Total Contract Value |
|--|---|---|---|
| 1. | | 1. | |
| 2. | | 2. | |
| 3. | | 3. | |
| 4. | | 4. | |
| 5. | | 5. | |
| Total MBE: (must be at least 20%) | | Total WBE: (must be at least 10%): | |

Authorized Signature of Offeror

Date of Signature

EXHIBIT H**DOCUMENTATION OF MBE/WBE PARTICIPATION**

The offeror must provide a copy of this Exhibit to each MBE/WBE. Each MBE/WBE included in the offeror's proposal must complete a copy of this exhibit separately. If the offeror qualifies as a MBE and/or WBE, the offeror must also complete this Exhibit. Each completed exhibit must be submitted with the offeror's proposal.

Indicate appropriate business classification(s):

_____ *MBE* _____ *WBE*

Name of MBE/WBE firm: _____

Address: _____ Phone #: _____

City/State/Zip: _____ Fax #: _____

Email Address: _____

Describe the products/services you (*as the MBE/WBE company participating in the contract*) will be providing. (Note: Products/services provided by MBE/WBEs must provide a commercially useful function related to the delivery of the products/services required herein.)

Provide the percentage of MBE/WBE participation committed to in relation to the total dollar value of the contract for the products/services you are providing.

_____ %

Provide or attach an explanation of the assumptions used in the development of the above percentage.

Each MBE/WBE must provide their State of Missouri, Office of Equal Opportunity certification number below.

By signing below, the undersigned hereby affirms that the company listed above meets the definition of a MBE or WBE as defined in RSMo 37.020 and has obtained certification from the State of Missouri, Office of Administration, Office of Equal Opportunity.

Name of MBE/WBE Owner: _____ Date: _____

MBE/WBE Certification Number: _____ Certification Expiration Date: _____

Federal Employer Identification Number/Social Security Number: _____

Authorized Signatures:

MBE/WBE Owner Authorized Signature Date Offeror Authorized Signature Date

EXHIBIT I**APPLICATION FOR WAIVER**

If less than 20% of the total dollar value of the contract will be performed by qualified MBEs and/or less than 10% of the total dollar value of the contract will be performed by qualified WBEs, the offeror must apply for a waiver of the MBE/WBE participation requirements by completing this exhibit.

Indicate which participation requirement the offeror is requesting a waiver of: _____ MBE or _____ WBE

(A separate Application for Waiver must be submitted for each.)

Section A - Initial Efforts:

(1) Describe steps taken by your firm to divide the specifications/requirements into areas in which MBE/WBEs would be capable of performing.

(2) Note contacts made to the Office of Equal Opportunity to identify potential MBEs/WBEs. Provide date(s) and name of individual(s) contacted.

(3) Note written efforts to contact MBE/WBEs qualified to participate in the contract in sufficient time to allow for their effective participation. *(Provide name, address, and telephone number of MBE/WBE firms contacted and dates and copies of correspondence, etc.)*

Section B - Follow Up Efforts

(1) Describe efforts made by your firm to provide interested MBE/WBEs with sufficiently detailed information about specifications and requirements of the contract. *(Submit copies of information provided to the MBE/WBEs.)*

(2) If MBE/WBEs indicated a desire to participate or submitted proposals, list MBE/WBEs submitting proposals and reasons for rejecting.

Application for Waiver, Continued

Based on the above stated efforts made to obtain qualified MBE/WBE participation, the offeror hereby requests that the applicable participation requirements be waived.

The undersigned hereby certifies that the statements provided in this Application for Waiver are true and correct to the best of his/her knowledge, information, and belief.

Authorized Signature of Offeror:

Name:

Title:

Company:

Date:

Note: Information submitted on this exhibit, supporting documentation, or other sources of information will be used to determine whether the waiver will be granted. Granting of the waiver is solely within the discretion of the Division of Purchasing and Materials Management.

The ability of competing offerors to obtain qualified MBE/WBE participation will be considered by the Division of Purchasing and Materials Management in determining whether to grant a waiver for any offerors not obtaining the required MBE/WBE participation.

STATE OF MISSOURI
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT
TERMS AND CONDITIONS -- REQUEST FOR PROPOSAL

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any amendment thereto, the definition or meaning described below shall apply.

- a. **Agency and/or State Agency** means the statutory unit of state government in the State of Missouri for which the equipment, supplies, and/or services are being purchased by the **Division of Purchasing and Materials Management (DPMM)**. The agency is also responsible for payment.
- b. **Amendment** means a written, official modification to an RFP or to a contract.
- c. **Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.
- d. **Proposal Opening Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.
- e. **Offeror** means the person or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.
- f. **Buyer** means the procurement staff member of the DPMM. The **Contact Person** as referenced herein is usually the Buyer.
- g. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- h. **Contractor** means a person or organization who is a successful offeror as a result of an RFP and who enters into a contract.
- i. **Exhibit** applies to forms which are included with an RFP for the offeror to complete and submit with the sealed proposal prior to the specified opening date and time.
- j. **Request for Proposal (RFP)** means the solicitation document issued by the DPMM to potential offerors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- k. **May** means that a certain feature, component, or action is permissible, but not required.
- l. **Must** means that a certain feature, component, or action is a mandatory condition.
- m. **Pricing Page(s)** applies to the form(s) on which the offeror must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the offeror with the sealed proposal prior to the specified proposal opening date and time.
- n. **RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of DPMM.
- o. **Shall** has the same meaning as the word must.
- p. **Should** means that a certain feature, component and/or action is desirable but not mandatory.

2. APPLICABLE LAWS AND REGULATIONS

- a. The contract shall be construed according to the laws of the State of Missouri. The contractor shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the contract is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the contract shall remain in force between the parties unless terminated by consent of both the contractor and the DPMM.
- c. The contractor must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The contractor must timely file and pay all Missouri sales, withholding, corporate and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

3. OPEN COMPETITION/REQUEST FOR PROPOSAL DOCUMENT

- a. It shall be the offeror's responsibility to ask questions, request changes or clarification, or otherwise advise the DPMM if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from offerors regarding specifications, requirements, competitive proposal process, etc., must be directed to the buyer from the DPMM, unless the RFP specifically refers the offeror to another contact. Such communication should be received at least ten calendar days prior to the official proposal opening date.
- b. Every attempt shall be made to ensure that the offeror receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all offerors will be advised, via the issuance of an amendment to the RFP, of any relevant or pertinent information related to the procurement. Therefore, offerors are advised that unless specified elsewhere in the RFP, any questions received less than ten calendar days prior to the RFP opening date may not be answered.
- c. Offerors are cautioned that the only official position of the State of Missouri is that which is issued by the DPMM in the RFP or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- d. The DPMM monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among offerors, price-fixing by offerors, or any other anticompetitive conduct by offerors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.
- e. The RFP is available for viewing and downloading on the state's On-Line Bidding website. Registered vendors are electronically notified or mailed the RFP based on the information maintained in the State of Missouri's vendor database. If any portion of the address is incorrect, the offeror must notify the buyer in writing or update the address themselves on the state's On-Line Bidding website.
- f. The DPMM reserves the right to officially amend or cancel an RFP after issuance.

4. PREPARATION OF PROPOSALS

- a. Offerors **must** examine the entire RFP carefully. Failure to do so shall be at offeror's risk.
- b. Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.
- c. Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The offeror may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the offeror shall explain, in

detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

- d. Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.
- e. In the event that the offeror is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a offeror may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses which will be modified via a clarification conference between the DPMM and the offeror, if such offeror is selected for contract award. The clarification conference will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP. Any such offeror needs to include in the proposal, a complete list of statutory references and citations for each provision of the RFP which is affected by this paragraph.
- f. All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.
- g. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP.
- h. Prices offered shall remain valid for 90 days from proposal opening unless otherwise indicated. If the proposal is accepted, prices shall be firm for the specified contract period.
- i. Any foreign offeror not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

5. SUBMISSION OF PROPOSALS

- a. Proposals may be submitted by delivery of a hard copy to the DPMM office. Electronic submission of proposals through the State of Missouri's On-Line Bidding website is not available unless stipulated in the RFP. Delivered proposals must be sealed in an envelope or container, and received in the DPMM office located at 301 West High St, Rm 630 in Jefferson City, MO no later than the exact opening time and date specified in the RFP. All proposals must (1) be submitted by a duly authorized representative of the offeror's organization, (2) contain all information required by the RFP, and (3) be priced as required. Hard copy proposals may be mailed to the DPMM post office box address. However, it shall be the responsibility of the offeror to ensure their proposal is in the DPMM office (address listed above) no later than the exact opening time and date specified in the RFP.
- b. The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP number and (2) the official opening date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.
- c. A proposal submitted electronically may be modified on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may be modified by signed, written notice which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be modified in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to modify a proposal shall not be honored.
- d. A proposal submitted electronically may be canceled on-line prior to the official opening date and time. A proposal which has been delivered to the DPMM office, may only be withdrawn by a signed, written notice or facsimile which has been received by the DPMM prior to the official opening date and time specified. A proposal may also be withdrawn in person by the offeror or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw a proposal shall not be honored.
- e. When submitting a proposal electronically, the offeror indicates acceptance of all RFP terms and conditions by clicking on the "Submit" button on the Electronic Bid Response Entry form. Offerors delivering a hard copy proposal to DPMM must sign and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the offeror of all RFP terms and conditions. Failure to do so may result in rejection of the proposal unless the offeror's full compliance with those documents is indicated elsewhere within the offeror's response.

6. PROPOSAL OPENING

- a. Proposal openings are public on the opening date and at the opening time specified on the RFP document. Only the names of the respondents shall be read at the proposal opening and posted on the state's On-Line Bidding website. The contents of the responses shall not be disclosed at this time.
- b. Proposals which are not received in the DPMM office prior to the official opening date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late proposals may only be opened under extraordinary circumstances in accordance with 1 CSR 40-1.050.

7. PREFERENCES

- a. In the evaluation of proposals, preferences shall be applied in accordance with Chapter 34 RSMo. Contractors should apply the same preferences in selecting subcontractors.
- b. By virtue of statutory authority, a preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, made or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.
- c. In accordance with Executive Order 98-21, contractors are encouraged and may be required per the RFP to utilize certified minority and women-owned businesses in selecting subcontractors.

8. EVALUATION/AWARD

- a. Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the offeror and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.
- b. Any pricing information submitted by an offeror shall be subject to evaluation if deemed by the DPMM to be in the best interest of the State of Missouri.
- c. The offeror is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the State of Missouri. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the State of Missouri.
- d. Awards shall be made to the offeror whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the offeror, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with Sections 34.010 and 34.070 RSMo and Executive Order 04-09.
- e. In the event all offerors fail to meet the same mandatory requirement in an RFP, DPMM reserves the right, at its sole discretion, to waive that requirement for all offerors and to proceed with the evaluation. In addition, the DPMM reserves the right to waive any minor irregularity or technicality found in any individual proposal.
- f. The DPMM reserves the right to reject any and all proposals.
- g. When evaluating a proposal, the State of Missouri reserves the right to consider relevant information and fact, whether gained from a proposal, from a offeror, from offeror's references, or from any other source.
- h. Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

- i. Negotiations may be conducted with those offerors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing offerors.
- j. Any award of a contract shall be made by notification from the DPMM to the successful offeror. The DPMM reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by DPMM based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the State of Missouri.
- k. Pursuant to Section 610.021 RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.
- l. The DPMM posts all proposal results on the On-line Bidding website for a reasonable period after proposal award and maintains images of all proposal file material for review. Offerors who include an email address with their proposal will be notified of the award results via email.
- m. The DPMM reserves the right to request clarification of any portion of the offeror's response in order to verify the intent of the offeror. The offeror is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.
- n. Any proposal award protest must be received within ten (10) calendar days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (10).
- o. The final determination of contract(s) award shall be made by DPMM.

9. CONTRACT/PURCHASE ORDER

- a. By submitting a proposal, the offeror agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.
- b. A binding contract shall consist of: (1) the RFP, amendments thereto, and/or Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including the contractor's BAFO, and (3) DPMM's acceptance of the proposal by "notice of award" or by "purchase order."
- c. A notice of award does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services, the contractor must receive a properly authorized purchase order.
- d. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the DPMM or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification.

10. INVOICING AND PAYMENT

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. Therefore, each invoice submitted must reference the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the DPMM.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the contractor's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in Section 34.055 RSMo.

11. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

12. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

13. WARRANTY

- a. The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished to or adopted by the DPMM, (2) be fit and sufficient for the purpose expressed in the RFP, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect.
- b. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

14. CONFLICT OF INTEREST

- a. Officials and employees of the state agency, its governing body, or any other public officials of the State of Missouri must comply with Sections 105.452 and 105.454 RSMo regarding conflict of interest.
- b. The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

15. REMEDIES AND RIGHTS

- a. No provision in the contract shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the contractor's default or breach of contract.
- b. The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the State of Missouri of all rights, title and interest in and to all causes of action that the contractor may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the contractor in the fulfillment of the contract with the State of Missouri.

16. CANCELLATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the DPMM may cancel the contract. At its sole discretion, the DPMM may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the contractor must provide DPMM within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the DPMM will issue a notice of cancellation terminating the contract immediately.
- c. If the DPMM cancels the contract for breach, the DPMM reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the DPMM deems appropriate and charge the contractor for any additional costs incurred thereby.
- d. The contractor understands and agrees that funds required to fund the contract must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the contract period. The contract shall not be binding upon the state for any period in which funds have not been appropriated, and the state shall not be liable for any costs associated with termination caused by lack of appropriations.

17. COMMUNICATIONS AND NOTICES

Any notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the contractor.

18. BANKRUPTCY OR INSOLVENCY

- a. Upon filing for any bankruptcy or insolvency proceeding by or against the contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the contractor must notify the DPMM immediately.
- b. Upon learning of any such actions, the DPMM reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

19. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

20. NON-DISCRIMINATION AND AFFIRMATIVE ACTION

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status. If the contractor or subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a contractor is found to exist, the DPMM shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the DPMM until corrective action by the contractor is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

21. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

22. FILING AND PAYMENT OF TAXES

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise. Therefore offeror's failure to maintain compliance with chapter 144, RSMo may eliminate their proposal from consideration for award.

23. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.